



MEMORANDUMS OF AGREEMENT AND
MEMORANDUMS OF UNDERSTANDING

COMPLIANCE WITH THIS INSTRUCTION IS MANDATORY

Supersedes AFFTCI 16-2, dated 22 March 1995
No. of Printed Pages: 9
OPR: AFFTC/XPX (Dwight A. Deakin, DSN 527-3837)
Approved by: AFFTC/XP (Randall E. Scott)

Editor: Janice V. Gibson
Distribution: E; X
HQ AFMC/XP.....1
AFFTC/XP.....1

This instruction provides the concepts, defines the responsibilities, and explains procedures governing the use of Memorandums of Agreement (MOA) and Memorandums of Understanding (MOU) for the Air Force Flight Test Center (AFFTC).

SUMMARY OF CHANGES: This document is substantially revised and must be completely reviewed. .

1. PURPOSE: The primary purpose of this instruction is to outline the responsibilities and procedures associated with the MOA/MOU process at the AFFTC.

2. REFERENCES

- 2.1.** AFI 25-201- *Support Agreements Procedures*
- 2.2.** AFMC Supplement 1 (AFI 25-201) - *Support Agreements Procedures*
- 2.3.** AFPD 25-2 - *Support Agreements*
- 2.4.** DoDI 4000.19 - *Interservice and Intragovernmental Support*
- 2.5.** DoD Regulation 7000.14, *Department of Defense Financial Management Regulation*
- 2.6.** United States Code Title 31, *Economy Act*

3. SCOPE AND APPLICABILITY: This instruction applies to all personnel and organizations under the command and control of the AFFTC Commander. It is not intended to direct or infer that other agencies must follow this instruction, unless specified in other directing documents.

4. DEFINITIONS:

4.1. MEMORANDUM FOR RECORD: A memorandum for record can be utilized to document various support that does not fall into the "normal" areas. An example: if an AFFTC organization requires support from another AFFTC organization there is no requirement to document such support. However, both organizations may still elect to do so. The easiest way to conduct such documentation is a memorandum for record signed (at the functional level) by both parties. There is no need to enter such documentation into the more complex processes the AFFTC has to document support activities.

4.2. MEMORANDUM OF UNDERSTANDING (MOU): Defines general areas of mutual understanding between two or more parties. MOUs cannot include reimbursement. If reimbursements are required, utilize another documentation mechanism.

4.3. MEMORANDUM OF AGREEMENT (MOA): Defines general areas of responsibility and agreement between two or more parties. MOAs can include reimbursement when the MOA is connected to an Interservice Support Agreement, Program Introduction Document/Statement of Capability, or other financial management/funds transfer document.

5. MOA/MOU PROCESS

5.1. OFFICE OF PRIMARY RESPONSIBILITY (OPR):

5.1.1. AFFTC/XPX will:

5.1.1.1. Act as the OPR for the MOA/MOU process at the AFFTC.

5.1.1.2. Act as the primary focal point at the AFFTC for all communications regarding MOA/MOU policy with HQ AFMC and other higher headquarters.

5.1.1.3. Act as the final authority at the AFFTC when conflicts arise in the MOA/MOU decision-making process or when a deviation in the process is required.

5.1.2. 95 ABW/XPX will: Act as the OPR for the MOA/MOU process for all MOA/MOUs within the 95th Air Base Wing.

5.1.3. 412 TW/RMX will: Act as the OPR for the MOA/MOU process for all MOA/MOUs within the 412th Test Wing.

5.2. MOA/MOU PROGRAM REVIEW: AFFTC/XP will initiate a program review each year. All OPRs will conduct the review of their MOA/MOU program and all results will be reported as an AFFTC Program. The review will include (as a minimum), number of agreements, number of agreements in need of review, and average processing time for agreements.

5.3. MOA/MOU DEVELOPMENT: The functional area closest to the support will develop the MOA/MOU with the assistance of the OPRs (as necessary). The MOA/MOU should follow the format of Attachment 1 to this instruction, however, as a minimum, they will include the following:

<p style="text-align: center;">Memorandum of Agreement Between Air Force Flight Test Center and Name of Organization Supporting 99-01-01MA</p> <p>Prepared by: 412 TW/OMS Phone: 277-3497 POC: John Doe OPR: 412 TW/RMX</p>	<ol style="list-style-type: none"> 1. PURPOSE Define the purpose of the MOA/MOU. 2. RESPONSIBILITIES Describe the responsibilities of all parties involved the agreement. 3. LINKAGE TO OTHER AGREEMENTS Include all other agreements this document is connected to (i.e. ISA or PID/SOC). 4. TERMS OF AGREEMENT Include the length of the agreement, termination procedures, review cycle requirements, and effective date. 5. EXECUTION Include signature blocks from each party involved in the agreement.
---	--

5.4. MOA/MOU COORDINATION: All MOA/MOU coordination will be the responsibility of the functional area that provides/receives the support. All MOA/MOUs must be coordinated through AFFTC/JA and AFFTC/XP. As a minimum, we also recommend consideration be given to coordination through AFFTC/EM, AFFTC/FM, AFFTC/PK, 95 ABW/XPX, and 412 TW/RMX. All MOA/MOUs should be routed through the organization with a Staff Summary Sheet for proof of coordination. A sample Staff Summary Sheet (AF Form 1768) can be found in Attachment 3 of this instruction.

5.5. MOA/MOU TRACKING NUMBER: All MOA/MOUs will receive a tracking number from AFFTC/XP prior to being signed and executed. This tracking number will be utilized as a quick identifier for review, change, termination, or addendum to the agreement.

5.6. MOA/MOU TERMINATION LETTER: All MOA/MOUs that require termination will require a minimum of 90 days (or a time period as specifically agreed to by the involved parties) notification to all involved parties via a termination letter. This termination letter should give an explanation for the termination and an effective date. An example of a termination letter can be found in Attachment 4 of this instruction.

5.7. MOA/MOU EXTENSION AND REVIEW: MOA/MOUs are written to remain valid for a period of up to 3 years. These dates must be specified and agreed to by all parties in the MOA/MOU at time of signature. The review (annual or up to 3 years) will be initiated by the OPR for the agreement. An example review letter can be found in Attachment 5 of this instruction.

5.8. MOA/MOU ADDENDUM OR CHANGE: A change or addendum can be made to the MOA/MOU at any time. It requires the signature of both parties for it to be a valid change to the original document. If the scope of the support or commitment of resources changes significantly, the addendum must be signed by the approving official for that functional area. Minor changes may be signed by the OPR and an equivalent at the other party. An example of an addendum can be found in Attachment 6 of this instruction.

5.9. MOA/MOU APPROVAL AUTHORITY: AFFTC/XP, 95 ABW/CC, and 412 TW/CC are the AFFTC approval authorities for their respective functional areas. MOA/MOUs that cross functional lines (affect more than one functional area) or are within the AFFTC Command and Staff functional area must be signed by AFFTC/XP. It is not necessary to develop a MOA/MOU for support from one AFFTC organization to another when both are located at Edwards. A memorandum for record should be sufficient (see paragraph 4.1).

5.10. GENERIC STATEMENTS FOR MOA/MOUs: The following generic statements should be utilized for MOA/MOUs where they are appropriate:

5.10.1. AFFTC BARGAINING UNIT EMPLOYEES: Supervisors contact the AFFTC Labor Relations Officer regarding bargaining obligations if the implementation of this MOA/MOU affects the working conditions of employees who are covered by a labor agreement.

5.10.2. MOA/MOUs INVOLVING CONTRACTORS: You are hereby notified that this agreement does not have the authority to direct you in any way to alter your obligations or change the Statement of Work in your contract. Further, if the government does desire to alter your contract obligations or to change the contract Statement of Work, changes will be issued in writing and signed by the Contracting Officer. You should take no action on any change unless you receive such a change order.



5.10.3. MOA/MOUs INVOLVING ENVIRONMENTAL IMPLICATIONS: The control of environmental pollution requires consideration of air, water and land uses, involves the management of noise, solid waste, thermal energy, and radioactive materials, as well as other pollutants. Environmental protection shall be provided during the life of the MOA/MOU. Protective measures shall be incorporated to control pollution and/or correct environmentally impacting conditions that may develop as a result of this MOA. Guidance is available from the Environmental Management Directorate, 277-1401.

RICHARD V. REYNOLDS, Major General, USAF
Commander

6 Attachments

1. MOU Example
2. MOA Example
3. Staff Summary Sheet Example
4. Termination Letter Example
5. Extension or Review Letter Example
6. Addendum Example

Attachment 1 - MOU Example

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AIR FORCE FLIGHT TEST CENTER

AND

THE CITY OF LANCASTER

99-03-01MU

Prepared by: AFFTC/XPX
 Phone: 277-3837
 POC: Dwight Deakin
 OPR: AFFTC/XP

1. INTRODUCTION

The Antelope Valley, as a community, has a very large investment in the aviation and space industry. Military, public, and private industry have enormous capabilities and capacity to continue to be one of the largest contributing communities to the aviation and space industry, military testing and production of current and future systems.

The Air Force Flight Test Center (AFFTC) has a proven record of contribution to the advancement of aerospace science including the development of many of the nation's most well known fighter, bomber, transport, and air-breathing and rocket powered research aircraft; rocket propulsion for ballistic missile, launch vehicle, satellite and space shuttle, X-33 and a new family of space vehicles including the Reusable Launch Vehicle and the Department of Defense (DoD) Space Plane.

The base represents a substantial investment by the DoD in facilities and equipment and has a major role in the development and testing of the nation's military aircraft and space systems for the foreseeable future. The base is a major job generator, providing employment for approximately 14,000 military and civilian personnel resulting in the infusion of \$2.1 billion annually into the local area. The loss of this asset due to encroachment of incompatible urban development would be a long-term economic disaster for local residents and businesses.

The City of Lancaster has been working to find creative ways to retain large contributors to the economic development of the community. The city is therefore very supportive of retaining large scale military operations like Edwards Air Force Base and Plant 42 as research and development and/or production facilities for the next generation of air and space vehicles, for launch and recovery of space vehicles used for launch and recovery of satellites, and for manufacturing commodities in space.

Some of the land around the southern boundary of Edwards Air Force Base is within the City of Lancaster's jurisdiction, including a large area adjacent to the Precision Impact Range Area. Lancaster has the responsibility for determining land uses within these areas and recognizes the economic and military value of protecting Edwards Air Force Base from encroachment or other issue which stand to threaten the existence/efficient operations at Edwards.

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document and substantiate the already existing working relationship with the Air Force Flight Test Center (AFFTC) and the City of Lancaster.

2

This MOU will serve as a guideline for the working relationship of the AFFTC and the City of Lancaster to help ensure that the AFFTC continues to operate as efficiently as possible with minimal impact from encroachment issues. Both organizations are committed to work together on various programs to resolve any issues that threaten the strength of the community.

3. SCOPE
 The scope of this MOU includes all activities and functions in which the AFFTC and the City can achieve mutual benefit.

4. GENERAL
 Actions and activities undertaken pursuant to this MOU will be to enhance and not degrade the core purpose of the parties, as herein defined.

The AFFTC core mission is to conduct and support research, development, test, and evaluation of manned and unmanned aerospace vehicles.

The City of Lancaster's Mission Statement is: To effectively and efficiently deliver the highest Quality of Service to the Lancaster Residents with commitment, respect, integrity and pride.

5. ORGANIZATION
 AFFTC/XP staff will meet with the City staff periodically to discuss the general direction of programs that jointly benefit the community and the AFFTC. Both organizations have members on various teams and committees throughout the Antelope Valley that are dedicated to enhancing the communities communications, land utilization, environmental impacts, youth education/career preparation, and the aviation/space industrial base. Some of the standing committees and issues that the teams work on include:

- Geographic Information System
- Land Use and Planning
- Environmental
- Flood Control and Drainage
- Transportation/Infrastructure
- Air Quality
- Noise
- Information Exchange
- Economic Development Councils
- Technology Consortia
- Aviation/Space Alliances

3

Education Councils/Consortia/Committees
 General Planning Committees
 Chamber of Commerce

The team members report their actions and decisions through their management chain of command to the appropriate level for coordination and/or concurrence.

6. TERM OF AGREEMENT AND RIGHT TO TERMINATE

This agreement becomes effective on the date of the signatures of both parties. Either party, upon a 90-day written notice to the other party, may terminate this agreement, without liability, at any time and for any reason it deems substantial. Unless earlier terminated, this agreement shall remain in effect for three years. Prior to an extension being issued, this agreement will be reviewed for accuracy and all changes will be incorporated.

7. SIGNATORY AUTHORITY FOR MODIFICATIONS

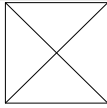
Any modifications to this agreement shall be executed in writing and signed by an authorized representative of each party.

8. EXECUTION

City of Lancaster	Air Force Flight Test Center
FRANK C. ROBERTS Date Mayor	RICHARD L. ENGEL Date Major General, USAF Commander

4

Attachment 2 - MOA Example



MEMORANDUM OF AGREEMENT
BETWEEN
AFFTC TECHNICAL LIBRARY
AND
OL-AC PHILLIPS LABORATORY, EDWARDS AFB, CA
97-05-01 MA

Prepared by: 412 TW/TSTL

1.0 PURPOSE: To provide professional and para-professional library service to the OL-AC Phillips Laboratory, Edwards AFB.

2.0 SCOPE: To provide one permanent appointment position, fulltime (40-hours per week), professional librarian (GS 1410-10) on a 100% reimbursable basis. To provide one permanent appointment position, fulltime (40-hours per week), library technician (GS 1411-4 Target 6) on a 100% reimbursable basis. Positions would terminate when service is no longer required by Phillips Laboratory, Edwards AFB and/or Phillips Laboratory (Edwards AFB) closes.

3.0 BACKGROUND: Phillips Laboratory, Edwards AFB, requires one fulltime (40-hours per week) professional librarian and one fulltime (40-hours per week) library technician.

4.0 GENERAL: Professional librarian (support already in effect) will continue to administer the Phillips Laboratory (Edwards AFB, CA) Branch/Field libraries under the supervision and guidance of the AFFTC Technical Library Chief Librarian. The Librarian will provide professional library service (i.e. online searching, program/collection development, reference and referral, library management, etc.) and will supervise library personnel.

4.1 Library technician will provide para-professional library services, under the supervision of the Phillips Laboratory Branch Librarian.

4.2 Library technician (GS 1411-4 Target 6) position will be effective 1 October 1997.

4.3 All services, materials, supplies, and facilities will be provided and funded by Phillips Laboratory.

4.4 Phillips Laboratory requires library personnel with security clearances. All costs connected with the security clearance process will be covered by Phillips Laboratory, including the time it takes for the person to obtain the security clearance.

4.5 Phillips Laboratory will provide funding for specialized training, conferences, workshops, TDY, and travel expenses.

5.0 ADMINISTRATIVE: This agreement will be effective 1 October 1997. The MOA will be reviewed every two years. The memorandum may be terminated by either one of the agencies, with the agency desiring termination of the MOA forwarding a letter of termination to the other agency through AFFTC/XP. The office of primary responsibility is the

AFFTC Technical Library (412 TW/TSTL). The positions will terminate when no longer required and/or when Phillips Laboratory is deactivated. The positions would be fully reimbursed under PL JON: A10023 via Phillips Laboratory Host Tenant Support Agreement FB2805 97045 300.

JAMES A. PAPA
Director,
Technical Directorate

JOHN R. ROGACKI, Col, USAF
Director,
Propulsion Directorate

Date

Date

OPR: 412 TW/TSTL
307 E. POPSON AVE, RM 110
EDWARDS AFB, CA 93524-6630
DSN: 527-3606

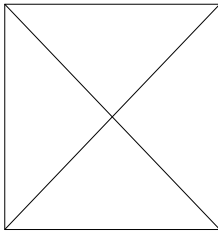
APPROVED

GARALD K. ROBINSON, Colonel, USAF
Commander, 412th Test Wing

Attachment 3 - STAFF SUMMARY SHEET EXAMPLE

STAFF SUMMARY SHEET							
	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	AFFTC/ JA	Coord		6			
2	AFFTC/ FM	Coord		7			
3	AFFTC/ XP	Sign		8			
4				9			
5				10			
SURNAME OF ACTION OFFICER AND GRADE			SYMBOL	PHONE		TYPIST'S INITIALS	SUSPENSE DATE
DOE NH-III			AFFTC/XPX	77777		nls	20000104
SUBJECT Signature Cycle on Boy Scouts Legal Services MOA - 97-02-01MA							DATE 19980101
<p>SUMMARY</p> <p>1. BACKGROUND: This MOA has been coordinated on by all applicable offices. All comments have been included and it is ready for signature.</p> <p>2. RECOMMENDATION: AFFTC/FM & AFFTC/JA please review comments for accuracy and complete inclusion of your last coordination comments. AFFTC/XP please sign the MOA and return to AFFTC/XPX for distribution.</p> <p>JOHN D. DOE Chief, Equipment Repair Section</p>							

Attachment 4 - TERMINATION LETTER EXAMPLE



**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR FORCE FLIGHT TEST CENTER (AFMC)
EDWARDS AIR FORCE BASE, CALIFORNIA**

MEMORANDUM FOR 97 AMQ/CDR

1 JAN 99

FROM: AFFTC/XPX

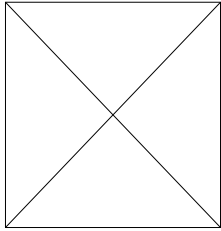
SUBJECT: Termination of Memorandum of Agreement # 97-03-01 MA

Our records indicate the support required by this MOA is no longer required. It is our intent to terminate the MOA in 90 days. The effective date of the termination is 1 Apr 99. Please sign this letter to signify you concur with the termination and return it to our office by 5 JAN 99. If you have any questions, please feel free to contact Dwight Deakin, (805) 277-3837.

WENDY L. WAIWOOD
Chief, Plans and Policies Division

Concur
Non-Concur

JANE D. DOE
Chief, Range Division

Attachment 5 - REVIEW LETTER EXAMPLE

**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR FORCE FLIGHT TEST CENTER (AFMC)
EDWARDS AIR FORCE BASE, CALIFORNIA**

MEMORANDUM FOR 97 AMQ/CDR

1 JAN 99

FROM: AFFTC/XPX

SUBJECT: Review of Memorandum of Agreement # 97-03-01 MA

Our records indicate this MOA requires a periodic review. Please review the MOA to ensure it is still accurate and is still a valid requirement. If the MOA is current and requires no modification, please sign the bottom of this letter, check the current block, and return it to our office by 5 Jan 99. With no changes, your signature will extend the MOA for a period of up to three years. If the MOA requires changes, please sign the bottom of this letter, check the change block, annotate the changes on the MOA and return your comments to our office for coordination by 5 Jan 99. If you have any questions please feel free to contact Dwight Deakin, (805) 277-3837.

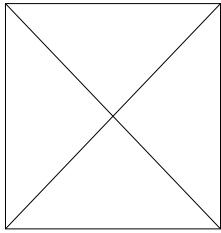
WENDY L. WAIWOOD
Chief, Plans and Policies Division

MOA is current
MOA requires changes

<input type="checkbox"/>
<input type="checkbox"/>

JANE D. DOE
Chief, Range Division

Attachment 6 - ADDENDUM EXAMPLE



**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR FORCE FLIGHT TEST CENTER (AFMC)
EDWARDS AIR FORCE BASE, CALIFORNIA**

MEMORANDUM FOR University of Phoenix

1 JAN 99

FROM: 95 ABW/XPX

SUBJECT: Addendum to Memorandum of Understanding # 97-03-01 MU

Edwards AFB and the University of Phoenix agree to amend Attachment 5 of the MOU which increases the non-resident rate of tuition from \$198.00 per unit to \$202.00 per unit effective 1 Oct 1997.

JOHN Z. DOE
Colonel, USAF
Commander, 95th Air Base Wing

DIANNE M. PUSCH
Vice President/Director
University of Phoenix

Date _____

Date _____